

RHEEM THERMAL WARRANTY – RPH SERIES POOL HEAT PUMPS

1. GENERAL

- 1.1 This warranty is given by Accent Air Pty Ltd, trading as 'Rheem Thermal Systems Group' ABN 21 098 823 511 of 1, Alan Street, Rydalmere, 2116 New South Wales (hereinafter referred to as "Rheem Thermal").
- 1.2 For the purposes of this document, the Rheem Thermal heat pump water heater is referred to as the "unit".
- 1.3 Rheem Thermal offers a trained and qualified national service network who will repair or replace the unit and/or components (as applicable) at the address of the unit subject to the terms and conditions of this warranty. Rheem Thermal, in addition can provide preventative maintenance and advice on the operation of the unit. The Rheem Thermal service contact number is **1300 132 950**, with service personnel available to take your call from 9am to 4pm Monday to Friday, (hours subject to change).
- 1.4 For details about this warranty, you can contact us on **1300 132 950**
- 1.5 The terms of this warranty are set out in Section 2 and apply to units manufactured after 1st January 2022.
- 1.6 If a subsequent version of this warranty is published, the terms of that warranty will apply to units manufactured after the date specified in the subsequent version.
- 1.7 The application of the warranty is dependent on payment for the unit being made in accordance with the Rheem Thermal's Standard Terms and Conditions of Sale.

2. TERMS OF THE WARRANTY AND EXCLUSIONS

- 2.1 The warranty period will commence from your (owner or end user of the unit) date of purchase of the unit as evident in the invoice issued by the party selling the unit to you.
- 2.2 The decision of whether to repair or replace a faulty component is at Rheem Thermal's sole discretion.
- 2.3 If you require a call out and we find that the fault is not covered by the warranty, you are responsible for our standard call out charge. If you wish to have the relevant component repaired or replaced by Rheem Thermal that service will be at your cost.
- 2.4 Where a failed component is replaced under this warranty, the balance of the original warranty period will remain effective. The replacement does not carry a new warranty.
- 2.5 Where the unit is installed outside the boundaries of a metropolitan area as defined by Rheem Thermal or further than 25 km from either a regional Rheem Thermal branch office or an Accredited Rheem Thermal Service Agent's office, the cost of transport, insurance and travelling between the nearest branch office or Rheem Thermal Accredited Service Agent's office and the installed site shall be the your responsibility.
- 2.6 Where the unit is installed in a position that does not allow safe or ready access, the cost of that access, including the cost of additional materials handling and/or safety equipment, shall be your responsibility. In other words, the cost of dismantling or removing cupboards, doors or walls and the cost of any special equipment to bring the pool heater to floor or ground level or to a serviceable position is not covered by this warranty.
- 2.7 This warranty only applies to the original and genuine units in its original installed location and any genuine Rheem Thermal replacement parts.
- 2.8 This warranty does not cover faults that are a result of:
 - a) accidental damage to the unit or any component (for example: (i) Acts of God such as floods, storms, fires, lightning strikes and the like; and (ii) third party acts or omissions);
 - b) misuse or abnormal use of the unit;
 - c) installation not in accordance with the User Manual supplied with the unit (which manual contains guidance for installation instructions) or with relevant statutory and local requirements in the State or Territory in which the unit is installed;
 - d) connection at any time of the unit in anyway which does not comply with the guidelines as outlined in the Owner's Guide and Installation Instructions;
 - e) repairs, attempts to repair or modifications to the unit by a person other than Rheem Thermal service or an Rheem Thermal Accredited Service Agent;
 - f) faulty plumbing or faulty power supply;
 - g) failure to maintain the unit in accordance with the Owner's Guide and Installation Instructions;
 - h) transport damage where freight is arranged by others;
 - i) fair wear and tear from adverse conditions (for example, corrosion); and
 - j) Cosmetic defects.
- 2.9 Subject to any statutory provisions to the contrary, this warranty excludes any and all claims for damage to furniture, carpet, walls, foundations or any other consequential damages and loss either directly or indirectly due to leakage from the unit, or due to leakage from fittings and/ or pipe work of metal, plastic or other materials caused by water temperature, workmanship or other modes of failure.

- 2.10 This warranty is not applicable if the installation of the unit is carried out by an installer not approved by Rheem Thermal or persons who are not qualified to do so in the opinion of Rheem Thermal.
- 2.11 The unit includes specific extended limited warranty in relation to its compressor and heat exchanger.
- 2.12 In the case of the titanium heat exchanger of the unit, the limited warranty applicable to this component is made in respect of manufacturing defect and/or failure due to chemical corrosion where water balance is maintained within guidelines specified in the User Manual. The warranty does not cover repair or replacement of the heat exchanger due to corrosion caused by water imbalance or where failure is caused due to hydraulic damage, such as excess pressure. Where the conditions of warranty are met, Rheem Thermal will repair the unit at its cost, including labour and materials subject to the conditions for infield labour warranty outlined in Clauses 2.5 and 2.6 of this warranty. Where it is determined by Rheem Thermal that repair will not return the unit to its full functionality, Rheem Thermal will at its discretion within the first three years from the date of installation of the unit, replace the unit meeting the costs of removal and reinstallation where reasonable. The limited warranty excludes any subsequent damage arising from the heat exchanger failure, of any type.
- 2.13 In the case of the compressor of the unit, the limited warranty applicable to this component is made in respect of manufacturing defect. The warranty does not cover repair or replacement of the compressor where it is damaged as a result of those items listed in Clause 2.8 of this Warranty. Where the conditions of warranty are met, Rheem Thermal will replace the compressor at its cost, including labour and materials subject to the conditions for infield labour warranty outlined in Clauses 2.5 and 2.6 of this warranty. The limited warranty excludes any subsequent damage arising from the compressor failure, of any type.
- 2.14 In the case of the parts of the units, the limited warranty applicable is made in respect of manufacturing defect. The warranty does not cover repair or replacement of these major parts where damage is a result of those items listed in Clause 2.8 of this warranty. Where the conditions of warranty are met, Rheem Thermal will repair the unit at its cost, including labour and materials subject to the conditions for infield labour warranty outlined in Clauses 2.5 and 2.6 of this warranty. Where it is determined by Rheem that repair will not return the unit to its full functionality, Rheem Thermal will at its discretion within the first three years from the date of installation, replace the major components meeting the costs of removal and reinstallation where reasonable. The limited warranty excludes any subsequent damage arising from the unit fault, of any type.
- 2.15 This warranty does not cover the replacement or replenishment of refrigerant within the unit.
- 2.16 It is a condition of warranty that you have stipulated and assessed correctly and precisely the capacity and performance required of the unit and the conditions under which the unit shall operate. Any performance figures given by us in the discussion or quotation or mentioned or referred to in or prior to purchasing the unit are estimates but are not guaranteed. All such performance figures whether analytical or financial are estimates only and you must independently satisfy yourself as to their accuracy and completeness.

Failure to perform as duly specified shall be notified to us in writing and we shall be given every reasonable facility to investigate the cause of the failure and to recommend remedial action.

If it is clearly established that the fault is due to an error in calculation by us or failure by our employees to carry out instructions, the fault shall be rectified by us in as reasonable a period of time as possible and at no cost to you. Should the remedial action fails to achieve the designed performance, our liability either for negligence or for breach of statutory duty or otherwise shall be limited for us to remove the unit at our expense or to refund you the purchase price of the unit in full.

3. WHAT IS COVERED BY WARRANTY

- 3.1 Rheem Thermal will repair or replace a faulty component of your unit if it fails to operate in accordance with its specifications as follows:

Series	What components are covered	The period in which the fault must appear in order to be covered	What coverage you receive
RPH	Compressor	Years 1 to 10	Repair and/or replacement of the faulty parts, free of charge, when installed for the purpose of heating a pool or spa subject Clause 2.13 of this warranty
	Parts	Years 1 to 3	Repair and/or replacement of the faulty parts, free of charge, when installed for the purpose of heating a pool or spa subject to Clause 2.14 of this warranty
	Protection of the heat exchanger due to chemical corrosion	Years 1 to 25	Repair and/or replacement of the faulty parts, free of charge, when installed for the purpose of heating a pool or spa subject to Clause 2.13 of this warranty
All RPH Series	Labour	Year 1 to 3	Labour associated with the repair and/or replacement of the faulty parts, free of charge where approved as a warranty matter subject to Clauses 2.5 & 2.6 of this warranty.

4. ENTITLEMENT TO MAKE A CLAIM UNDER THIS WARRANTY

- 4.1 To be entitled to make a claim under this warranty you need to:
- be the owner of the unit or have consent of the owner to act on their behalf; and
 - contact Rheem Thermal service without undue delay after detection of the defect and, in any event, within the applicable warranty period.
- 4.2 You are **not** entitled to make a claim under this warranty if your unit:
- does not have its original serial numbers or rating labels; and/or
 - is not installed in Australia.

5. HOW TO MAKE A CLAIM UNDER THIS WARRANTY

- 5.1 If you wish to make a claim under this warranty, you need to:
- Contact Rheem Thermal on 1300 132 950 and provide owner's details, address of the unit, a contact number and date of installation of the unit or if that's unavailable, the date of manufacture, model and serial number (from the rating label on the unit).
 - Rheem Thermal will arrange for the unit to be tested and assessed on-site.
 - If Rheem Thermal determines that you have a valid warranty claim, Rheem Thermal will repair or replace the unit in accordance with this warranty.
- 5.2 Any expenses incurred in the making of a claim under this warranty will be borne by you.

6. THE AUSTRALIAN CONSUMER LAW

- 6.1 Our goods come with guarantees that cannot be excluded under the *Australian Consumer Law*. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 6.2 **This warranty is in addition to any rights and remedies that you may have under the *Australian Consumer Law*.**

7. INTERNATIONAL WARRANTY PROVISIONS

- 7.1 Contact Rheem Thermal for international warranty terms and conditions.